ring expenses for improvements, may make improvements and, on a settlement of his account, receive credit therefor.

[Ed. Note.—For other cases, see Trusts, Cent. Dig. § 238; Dec. Dig. § 184.* 13 Va.-W. Va. Enc. Dig. 358.]

Appeal from Circuit Court, Buckingham County.

Suit by W. E. Hall against H. M. White and others. From a decree granting relief, defendant named appeals. Reversed and remanded.

A. L. Holladay and *A. B. Dickinson,* for appellant.

F. C. Moon, for appellees.

SOUTHERN RY. CO. *v.* CHILDREY.

March 14, 1912.

[74 S. E. 221.]

1. Master and Servant (§ 293*)—Railroads—Safe Appliance—Duty to Provide.—In an action against a railway company for injury to a brakeman, it was error to instruct that the company was bound to use ordinary care to furnish sound and safe brakes and appliances, since it was the company's duty merely to use ordinary care to provide reasonably sound and safe brakes and appliances.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 1148-1161; Dec. Dig. § 293.* 9 Va.-W. Va. Enc. Dig. 674.]

2. Master and Servant (§ 296*)—Railroads—Injury to Brakeman—Defective Appliances—Instructions—Inspection.—In an action for injury to a railway brakeman caused by a defective appliance, an instruction that if defendant company maintained inspectors of appliances plaintiff could assume that the duty had been properly performed, etc., was erroneous as ignoring his duty to make an inspection under a rule of the company.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 1180-1194; Dec. Dig. § 296.* 9 Va.-W. Va. Enc. Dig. 683.]

3. Master and Servant (§ 235*)—Railroads—Defective Appliances—Inspection—Duty of Employee.—Maintenance by a railroad company of special inspectors of appliances does not relieve a brakeman of his duty, under a rule of the company, to make a reasonable inspection for open and obvious defects in brakes used by him.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 710-722; Dec. Dig. § 235.* 9 Va.-W. Va. Enc. Dig. 703.]

4. Master and Servant (§ 296*)—Railroads—Injury to Brakeman—Instructions.—In an action for injury to a railway brakeman caused by a defective brake, it was proper to refuse to instruct that he was bound to acquaint himself with the dangers incident to his work,

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*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

that the law presumes he knew such dangers as were open, obvious, and usually attendant upon his employment, and that if he knew or might have known of the dangers and avoided the injury to himself by using ordinary care he could not recover.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 1180-1194; Dec. Dig. § 296.* 9 Va.-W. Va. Enc. Dig. 703, 708.]

5. Master and Servant (§ 125*)—Knowledge of Dangers—Imputation to Employer.—Previous knowledge of a coemployee of an injured person of a defective condition is not imputable to the employer, the employer being negligent only in not knowing of a defect not known to an officer or agent for whose negligence the employer would be responsible.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 243-251; Dec. Dig. § 125.* 9 Va.-W. Va. Enc. Dig. 680.]

Error to Hustings Court of Richmond.

Action by J. T. Childrey against the Southern Railway Company. Judgment for plaintiff, and defendant brings error. Reversed and remanded. (CARDWELL, J., absent.)

SCOTTISH UNION & NAT. INS. CO. *v.* VIRGINIA SHIRT CO.

March 14, 1912.

[74 S. E. 228.]

1. Insurance (§ 335*)—Fire Insurance—Iron-Safe Clause—Validity.—An iron safe clause in a fire policy requiring itemized inventories, and a set of books presenting a complete record of business transacted, is valid, and a substantial compliance therewith so as to furnish a means of ascertaining the amount of the loss is essential to a recovery.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 853; Dec. Dig. § 335.* 6 Va.-W. Va. Enc. Dig. 85. 14 Va.-W. Va. Enc. Dig. 447.]

2. Insurance (§ 335*)—Fire Insurance—Noncompliance with Iron-Safe Clause.—To vitiate a fire policy for noncompliance with an iron-safe clause, it is not essential that a noncompliance was with intent of insured to perpetrate a fraud, but a failure to reasonably comply with the clause defeats a recovery.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 853; Dec. Dig. § 335.* 6 Va.-W. Va. Enc. Dig. 85. 14 Va.-W. Va. Enc. Dig. 447.]

3. Insurance (§ 335*)—Fire Insurance—Iron-Safe Clause—Compliance.—Insured in a fire policy containing an iron-safe clause conducted a large shirt and overall manufacturing business. The item-

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*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.